



Reference Guide For Retirees

*Hawaii Employer-Union
Health Benefits Trust Fund*

Effective July 1, 2005

Reference Guide for Retirees

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INTRODUCTION

This benefits booklet is designed to help retirees understand the benefit options available and assist them to enroll or change their enrollment in the benefit plans offered by the Hawaii Employer-Union Health Benefits Trust Fund (EUTF). This booklet will also be available at the EUTF's website, www.eutf.hawaii.gov, where you can easily access it when you have questions about your benefits.

2005 OPEN ENROLLMENT IS EASY!

The open enrollment period is April 18 through May 20, 2005. Each retiree was mailed this booklet along with a pre-completed Open Enrollment Form for Retirees (OE-2) that contains the information that EUTF had available as of April 1, 2005. Each retiree is asked to review the information for accuracy and make any changes that are needed. You may cross out any information that should be deleted and print legibly any new information.

If you have no changes, you are done with open enrollment. You will be reenrolled in the same plans and coverage that you currently have. Otherwise return the changed and signed open enrollment form by May 20, 2005.

Since there are only minor changes to the retiree plans there are only a few Open Enrollment informational sessions scheduled for retirees. If you have questions, you may contact the EUTF directly or attend the active employee Open Enrollment sessions. Please check with our website, www.eutf.hawaii.gov, for the schedule or call the EUTF at (808) 586-7390 for locations, dates and times in your area.

Note: If you are enrolled in a Kaiser plan and living on the mainland, please contact the EUTF at 1-800-295-0089 for an information booklet regarding Kaiser enrollment requirements.

Plan Benefit Changes

HDS dental coverage will now include pulp vitality testing for emergency situations, as well as guided tissue regeneration, bone replacement grafts and soft tissue allografts for advanced periodontal disease. Titanium crowns, pontics, inlays and onlays, prefabricated steel crowns and procedures to construct new crowns under existing partial dentures are also now included. Age limits have also increased for some

services, as shown in the benefit summary in this booklet.

Kaiser Permanente coverage is available to all Hawaii residents except for a few living on the southern tip of the island of Hawaii in zip codes 96718, 96772 and 96777.

The plan now has an increased copayment of \$12 rather than \$10, is now offering some preventive screening services without a lab/x-ray copayment, and has changed the copayment structure for contraceptive drugs and devices to 50% of costs, rather than \$10 per 30-day supply.

In addition, billing charges for late payments and any outstanding balances over 60 days will be subject to an administrative charge.

Inpatient and outpatient chemical dependency benefits will be provided in accordance with state law, in which copayments and limits are the same as for any other physical disease or illness.

Long Term Care Insurance: The Long-Term Care plan, currently offered by Hartford Life Insurance, will no longer be offered to new applicants. Those individuals that are currently covered under the plan will continue to be covered and will continue to be billed for the premium. Your coverage is not being cancelled. The insurance company has the right to increase your premiums after January 1, 2006. They can only increase premiums if they are increased for all people covered by the plan.

Rates

If you were employed prior to July 1, 1996 and retire with 10 or more years of service, excluding sick leave, you will receive 100% employer contribution funding. Kaiser Permanente enrollees on the mainland may be charged a portion of the premiums if their premiums exceed the contribution amounts for retirees.

If you were employed or re-employed more than 90 days after the last day worked with a previous EUTF employer, after June 30, 1996 with less than 10 years of service, the funding of your retiree benefits will be:

Years of Service, Excluding Sick Leave	Employer Funding
10 but fewer than 15	50%
15 but fewer than 25	75%
25 or more	100%

Employee-Beneficiary Responsibilities

Employee-beneficiaries are responsible for:

- ▶ Providing current and accurate personal information as prescribed in this booklet
- ▶ Paying the employee's premium contributions in the amount or amounts provided by statute, an applicable bargaining unit agreement, or by the applicable EUTF benefit plan;
- ▶ Paying the employee's premium contributions at the times and in the manner designated by the board; and
- ▶ Complying with the EUTF's rules.

Any public employer whose current or former employees participate in EUTF benefit plans is responsible for:

- ▶ Providing information as requested by the EUTF under section 87A-24(9) of the Hawaii Revised Statutes;
- ▶ Paying the employer's premium contributions in the amount or amounts provided by statute or an applicable bargaining unit agreement and at the times and in the manner designated by the board;
- ▶ Assisting the EUTF in distributing information to and collecting information from the employee-beneficiaries; and
- ▶ Complying with the EUTF's rules.

Enforcement Actions of the EUTF

Verifications

The EUTF may require periodic verification of eligibility for employee-beneficiaries and dependent-beneficiaries enrolled by an employee-beneficiary in EUTF benefit plans. The board may set standards and procedures for the required verification. If verification is not provided in accordance with the standards and procedures established by the board, the dependent-beneficiary's enrollment shall be cancelled as set forth in the Administrative Rules. The Administrative Rules are available at the EUTF website, www.eutf.hawaii.gov.

Contribution Shortages

A notice of contribution shortage shall be sent to an employee-beneficiary at his or her last known address if any portion of the employee-beneficiary's required monthly contributions is not paid to the EUTF. The notice shall be sent within fifteen days of the date on which the

required monthly contribution payment was due. The notice shall require the employee-beneficiary to make full payment of the contribution shortage prior to the last day of the month immediately following the date that the required monthly contribution payment was due. When required, payments are due prior to the first day of the coverage month.

Regardless of whether or not the notice of contribution shortage is received by the employee-beneficiary, if the employee-beneficiary fails to make full payment as required, the employee-beneficiary's enrollment in the benefit plans offered or sponsored by the EUTF and all coverages for dependent-beneficiaries under such enrollment shall be canceled as set forth in Rule 4.12(c).

Cancellation of an employee-beneficiary's coverage pursuant to this rule shall not affect the EUTF's right to collect any and all contribution shortages from the employee-beneficiary.

Other Actions

The EUTF shall have the right and authority to file actions in any court, including but not limited to the courts of the State of Hawaii and the United States of America, to enforce the foregoing obligations and to collect premium contributions. Nothing in this rule is intended to limit or restrict the rights or remedies otherwise available to the EUTF.

Retiree Eligibility

Eligibility for coverage is determined by the Administrative Rules adopted by the EUTF. New retirees are enrolled during the retirement counseling sessions scheduled by the Employees Retirement System. If you have any questions concerning eligibility provisions, you should call the EUTF Customer Service at 808-586-7390 or reference the Administrative Rules posted on the EUTF website, www.eutf.hawaii.gov.

Health Plans

Employee-beneficiaries. The following persons shall be eligible to enroll as employee beneficiaries in the benefit plans offered or sponsored by the EUTF:

- ▶ An employee, including an elective officer of the State, county or legislature
- ▶ A retired employee
- ▶ Surviving spouse of an employee killed in performance of duty, spouse does not remarry
- ▶ Surviving spouse of retired employee, spouse does not remarry

- ▶ Unmarried child of an employee killed in performance of duty providing child is under 19 and has no surviving parent
- ▶ Unmarried child of retiree and under 19 with no surviving parent.

Please note: Surviving spouse coverage does not extend to domestic partners.

Dependent-beneficiaries. The following persons shall be eligible for coverage as dependent-beneficiaries in the benefit plans offered or sponsored by the EUTF:

- ▶ Spouse or domestic partner (DP)
- ▶ Unmarried children under age 19 or full-time student under the age of 24
- ▶ Unmarried child incapable of self-support due to mental/physical incapacity that existed prior to age 19
- ▶ Child covered by terms of a qualified medical child support order (QMCSO).

Group Life Insurance

Employees and retired employees are eligible for any group life insurance plans offered or sponsored by the EUTF, provided that they comply with the age, enrollment, underwriting, and contribution requirements of such plans.

Special Eligibility Requirements

Student

A child over age 19 and under 24 is eligible if attending a full-time accredited college, university or technical school. This includes children who are away at school and dependent upon you for support.

Domestic Partner

Person in a spouse-like relationship with an employee-beneficiary who meets the following requirements:

1. Intend to remain in a domestic partnership with each other indefinitely
2. Have a common residence and intend to reside together indefinitely
3. Jointly and severally responsible for each other's basic living expenses incurred in the domestic partnership such as food, shelter and medical care
4. Neither are married or a member of another domestic partnership

5. Not related by blood in a way that would prevent them from being married to each other in the State of Hawaii
6. Both at least 18 years of age and mentally competent to contract
7. Consent to the domestic partnership not been obtained by force, duress or fraud
8. Both sign and file a declaration of domestic partnership (affidavit) to the EUTF

If your domestic partner does not qualify as your dependent for tax purposes, a portion of the premium paid for your domestic partner will be deemed taxable income and reported to you on your W-2. This income is subject to normal payroll taxes. Consult your tax advisor to determine your domestic partner's status. If you determine that your domestic partner is a dependent, submit a completed Affidavit of "Dependency" for Tax Purposes (available on the EUTF website, www.eutf.hawaii.gov) to the EUTF. Please refer to the website for detailed information and instructions.

Enrollment

During Open Enrollment 2005, you only need to return your pre-completed OE-2 form if you are making changes. Subsequently, those who become eligible must complete an EUTF Enrollment Form for Retirees (OE-2).

If you do not enroll all eligible members of your family within 30 days of the time you or they first become eligible for coverage, you must wait until the next Open Enrollment period to do so. Open Enrollment periods generally occur once a year, usually two to three months prior to July 1. Coverage dates for all plans begin July 1 and end June 30 of the following year.

ID Cards

After you enroll for the first time, you will receive identification cards from the plans as follows:

- ▶ HMSA and HDS will issue two identical ID cards showing the name of the subscriber.
- ▶ Kaiser issues an ID card for each enrolled member of a family only upon initial enrollment.
- ▶ VSP, Mutual Benefit Association of Hawaii (provider of ChiroPlan) and Royal State do not issue ID cards.

Dual Enrollment Is Not Allowed

Dual enrollment is not allowed under the EUTF rules. If both you and your spouse are employees of the State or a county, one of you may only enroll in a Family plan, or if no other dependents are involved, both enroll in a Self plan. If your spouse has coverage outside of the EUTF that provides a family coverage, this rule does not preclude you from also enrolling in a family coverage plan to cover your spouse. The dual enrollment rule does not apply if your other coverage is not provided by the EUTF.

Change of Coverage

To change your coverage, you should contact the EUTF and complete an EC-2. You are eligible to change your coverage outside the Open Enrollment period under the following circumstances:

1. You marry and want to enroll your spouse and newly eligible dependent children.
2. You need to enroll a newborn or newly adopted child.
3. You have a change in family status involving the loss of eligibility of a family member (separation, divorce, death, child marries, no longer lives with you, or turns 19 or 24 for student).
4. Your spouse's or eligible dependent's employment status changes resulting in a loss of health coverage.
5. You move out of your plan's service area.

Effective Dates of Coverage

The effective date of coverage is the later of:

- ▶ The date of the event that makes you eligible for enrollment when a properly completed enrollment application is filed within 30 days of the event; or
- ▶ The first day of the month following the date you file a properly completed enrollment application.

Your enrolled eligible dependents' coverage is effective the same date as yours.

Coverage changes involving the addition of dependents are effective retroactive to the date of the event or the date the EUTF receives proper notification, depending on the event and providing that the application is filed within 30 days of the event. Deletion of dependents is effective on a timely or prospective basis, depending upon receipt of the application by the EUTF. Dependent children are automatically terminated as of the end of the pay period they attain age 19 or 24, in the case of full-time students, and do not require the completion of an application to delete coverage.

End of Coverage

Coverage for you and your dependents will end if:

1. You voluntarily terminate coverage
2. You do not make required premium payments (retirees enrolled in a Kaiser multi-site plan that requires contributions);
3. You die except for certain exceptions;
4. Your employer ceases to participate in the EUTF; or
5. The EUTF is discontinued.

Coverage for your dependents will end if your coverage ceases for any of the reasons listed above or:

1. Your dependent is no longer eligible for coverage (divorce of a spouse; children marry, move out of the household, or turn age 19, or 24 if a student unless the dependent child qualifies for continuance of coverage due to disability);
2. Your enrolled dependent enters the uniformed services.

Effective Date of Termination

In general, coverage ends on the first day of the pay period after the event giving rise to the end of coverage. There may be certain instances in which the effective date is different such as a divorce, when coverage ends on the date the EUTF receives notification of the divorce. You may obtain additional information from your DPO or by referring to the EUTF Administrative Rules that are posted on the EUTF website, www.eutf.hawaii.gov.

Enrollment in EUTF benefit plans is contingent on meeting all eligibility criteria outlined on the previous pages and detailed in the Administrative Rules. Any enrollment application may be rejected if it is incomplete or does not contain all information required to be provided by the employee-beneficiary.

An enrollment application shall be rejected if:

1. The application seeks to enroll a person who is not eligible to enroll in the benefit plan for which enrollment is requested;
2. The application is not filed within the time limitations prescribed by the rules;
3. The application contains an intentional misstatement or misrepresentation of a material fact or contains other information of a fraudulent nature;
4. The employee-beneficiary owes past due contributions or other amounts to the EUTF; or
5. Acceptance of the application would violate applicable federal or state law or any other provision of the rules.

Employee-beneficiaries will be notified of the rejection of any enrollment application.

Medicare Part B

Act 136, SLH 1999 requires all retirees and their spouses who become eligible for federal Medicare Part B medical plan coverage after June 24, 1999 to enroll in that federal benefit plan to be eligible for health benefits under the retiree plan. Retiree spouses who are actively working but covered by the retiree plan are also required to enroll in Medicare Part B to be eligible for coverage.

Please follow these guidelines to continue your EUTF retiree benefits:

If you are under age 65 and receiving Social Security retirement benefits, Social Security Administration will enroll you in the federal Medicare Part A hospital insurance plan and Part B medical insurance plan on your birthday month. Do not decline Medicare Part B. You will normally receive a red-white-blue Medicare card prior to your 65th birthday.

When you receive your Medicare Part B card, complete an enrollment form (EC-2) and send signed copy to the EUTF with a photocopy of your red-white-blue Medicare card. You may call the EUTF for the form or access our website to download the EC-2 form.

The EUTF is authorized to reimburse you for Medicare Part B premiums only if you submit a copy of the Medicare Part B card to the EUTF. The reimbursement will begin the date you enrolled with Medicare or when the EUTF receives a copy of your card, WHICHEVER IS LATER.

If you are over age 65 and not enrolled to receive Social Security retirement benefits, please call 800-772-1213 to enroll in the federal Medicare Part B medical insurance program immediately. Upon receipt of your red-white-blue Medicare card, make a photocopy and send it to the EUTF.

Upon receipt of your Medicare card, the EUTF will reimburse you the authorized amount for your Medicare Part B medical insurance plan premiums, including your eligible spouse's premiums, on a quarterly basis. The authorized amount is based on the Medicare Part B premium published each November by Medicare. Your reimbursements are sent to arrive at your address during the first week after the end of each quarter.

The Medicare Part B reimbursement is not available for domestic partners.

Chapter 87A, Hawaii Revised Statutes, paragraph 87A-23 establishes the requirement for all employee-beneficiaries or dependent-beneficiaries to enroll in Medicare Part B as a condition of receiving contributions and participating in the benefits plans offered by EUTF. The EUTF Administrative Rules, paragraph 5.03(a) establishes the effective date of coverage for Medicare Part B. For more information, you may contact the EUTF.

Administrative Appeals

A person aggrieved by one of the following decisions by the EUTF may appeal to the board for relief from that decision:

1. A determination that the person is not an employee-beneficiary, dependent-beneficiary or qualified beneficiary, or that the person is not eligible to enroll in or be covered by a benefit plan offered or sponsored by the EUTF;
2. A determination that the person cannot make a change in enrollment, a change in coverage, or a change in plans;
3. A cancellation or termination of the person's enrollment in or coverage by a benefit plan, including long term care, offered or sponsored by the EUTF; or
4. A refusal to reinstate the person's enrollment in or coverage by a benefit plan, including long term care, offered or sponsored by the EUTF.

The first step in the appeal process is an appeal to the administrator. In order to appeal to the administrator for relief, an aggrieved person must file a written appeal in the EUTF's office within thirty days of the date of the decision with respect to which relief is requested. The written appeal shall be filed in duplicate. Unless otherwise provided by applicable federal or state law, neither the administrator nor the board shall be required to hear any appeal that is filed after the thirty-day period has expired. The written appeal need not be in any particular form but should contain the following information:

1. The aggrieved person's name, address, and telephone number;
2. A description of the decision with respect to which relief is requested, including the date of the decision;
3. A statement of the relevant and material facts; and
4. A statement as to why the aggrieved person is appealing the decision, including the reasons that support the aggrieved person's position or contentions.

If the aggrieved person is dissatisfied with the administrator's action or if no action is taken by the administrator on the aggrieved person's written appeal within ninety days of its being filed in the EUTF's office, the second step in the appeal process is for the aggrieved person to file a written appeal to the board. A written appeal to the board must be filed in duplicate in the EUTF's office. The written appeal need not be in any particular form but shall contain the following information:

1. The aggrieved person's name, address and telephone number;

2. A statement of the nature of the aggrieved person's interest, e.g., employee-beneficiary or dependent-beneficiary;
3. A description of the decision with respect to which relief is requested, including, the date of the decision;
4. A complete statement of the relevant and material facts;
5. A statement of why the aggrieved person is appealing the decision, including a complete statement of the position or contentions of the aggrieved party; and
6. A full discussion of the reasons, including any legal authorities, in support of the aggrieved party's position or contentions.

Subject to applicable federal and state law, the board may reject any appeal that does not contain the foregoing information.

The board at any time may request the aggrieved person or any other party to the proceeding to submit a statement of additional facts or a memorandum, the purpose of which is to clarify the party's position or a specific factual or legal issue.

The board shall grant or deny the appeal within a reasonable amount of time. The board shall not be required to hold a hearing on any appeal unless otherwise required by applicable federal or state law. If required to hold a hearing, or if it decides to voluntarily hold a hearing on an appeal, subject to applicable federal or state law, the board may set such hearing before the board, a special, or standing committee of the board, a hearings officer, or any other person or entity authorized by the board to hear the matter in question. Nothing in these rules shall require the board to hear or decide any matter that can be lawfully delegated to another person or entity for a hearing and decision.

At any time, an aggrieved person may voluntarily waive his or her rights to the administrative appeal provided by the Rule by submitting such a waiver in writing to the EUTF's office. The board may require the aggrieved person to make such a waiver by signing a form prescribed by it.

INSTRUCTIONS FOR COMPLETING EC2 FORM

- A. Print or type **clearly**, if form is unreadable it may be sent back to you.
B. **Please submit form to Hawaii Employer Union Health Benefits Trust Fund (EUTF)**
C. Sections:

1. Event – Enter a qualified event

New Retiree	Delete Dependent	Medicare Part B
Marriage	Medicare Eligible	
Divorce	Surviving Spouse / Child	
Death of Spouse	Change Address	
Add Dependent	Other	

2. Event Date – Enter the date of the Event

3. Enter Last Name, First Name, M.I., Social Security No., Date of Birth, Gender, Marital Status, Daytime/Evening Phone Number, Mailing Address, City, State and Zip Code in the appropriate spaces.

4. Enter spouse's Social Security Number if spouse is a state or county employee or retiree.

5. Enter Dependent(s) Name, Birth date, and SSN.

If listing more than 3 dependents, write "Continued" on the last line of the Dependent section. Use a separate of paper to list additional dependent(s) information.

6. Use the following codes for Relationship column:

SP = Spouse	CH = Child	DC = Disabled Child [✓]
DP = Domestic Partner [✓]	DPC = Domestic Partner Child [✓]	

For Relationship codes with [✓] and ^{✓✓}, please see below for other EUTF required forms.

7. Gender – circle either M or F.

8. Check add box to add dependent, check delete box to delete dependent.

9. **Plan Selections** (See Reference Guide for Plan Coverage Details).

Check the appropriate boxes to select your medical, dental and vision plans.

10. **Proof of Enrollment in Medicare Part B**– In accordance with Hawaii State law, Retiree and/or their spouse are required to enroll in Medicare Part B in order to maintain EUTF Health Insurance Benefits. Please check the appropriate boxes and provide us a copy of your and/or your spouse's Medicare Card or official Medicare letter as proof of Part B enrollment. When we receive a copy of you and / or your spouse's Medicare Part B card, you will be eligible for the State's Medicare Part B premium reimbursement program.

11. **Certification**

Signature of Retiree certifies that the information provided in this application is true and complete. Retiree agrees to abide by the terms and conditions of the benefit plans selected.

Retiree affirms that any listed dependent child, aged 19 through 23, is attending a college, university or technical school as a full-time student.

Please enter date of Retiree's signature.

Sections 12. to 20. Reserved For EUTF OFFICE USE ONLY

Other EUTF forms to include with EC2 (if applicable):

[✓]Domestic Partnership Declaration or Termination

[✓]Affidavit of "Dependency" for Tax Purposes (For Domestic Partnerships)

^{✓✓}D-1 (5/2003) for enrolling disabled child

Proof of Medicare Part B enrollment

Life Insurance Waiver Form (If waiving life insurance)

AETNA Life Insurance Designation of Beneficiary (If enrolling for the first time or changing beneficiaries)

Reference material to be used when completing this form

Reference Guide for Retirees

Retirement Health Insurance Benefits Information Booklet

Keep a copy for your reference

EC-2	Hawaii Employer-Union Health Benefits Trust Fund ENROLLMENT FORM FOR RETIREES Customer Service Phone: 586-7390 or toll free 1-800-295-0089				1. Event: 2. Event Date: (MM/DD/YY)	
	See Instructions on reverse side BEFORE completing this form.					
3a. Retiree's Last Name, First, M.I.				3b. Social Security Number:		
3c. Mailing Address:				3d. Birth Date: (MM/DD/YY)		3e. Marital Status: <input type="checkbox"/> Married <input type="checkbox"/> Single
3f. City:		3g. State:	3h. Zip Code:	3i. Phone Number		3j. Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female
4. If your spouse is a State or County – Employee or Retiree please enter their Social Security Number. Spouse Social Security Number: _____ / _____ / _____						
5a. Dependents: First Name, M.I., Last Name		5b. Birthdate (MM/DD/YY)	5c. Social Security Number	6. Relationship	7. Gender	8a. Add <input type="checkbox"/> 8b. Delete <input type="checkbox"/>
					M or F <input type="checkbox"/>	<input type="checkbox"/>
					M or F <input type="checkbox"/>	<input type="checkbox"/>
					M or F <input type="checkbox"/>	<input type="checkbox"/>
9. Plan Selections, Changes or Cancellations a. Make your selection by checking the box(es) for the appropriate benefit plans below. b. Select either Self, Family or Cancel/Waive coverage. c. Choose only one box in each plan section.						
Plan Section	Carrier Selection	Self	Family	Cancel / Waive		
Medical / Drug	HMSA PPO Medical and Drug	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	Kaiser Medical and Drug	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Dental	HDS Dental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Vision	VSP Vision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
AETNA Life Insurance Plan (Retiree Only)		<input type="checkbox"/>		<input type="checkbox"/>		
10. Medicare Part B a. <input type="checkbox"/> I am enrolled in Medicare Part B and I have attached proof of Medicare Part B enrollment		b. <input type="checkbox"/> My spouse is enrolled in Medicare Part B and I have attached proof of Medicare Part B enrollment Spouse's Signature _____ Spouse Signature Date ____ / ____ / ____				
11. Certification (see instructions on back of this form) Retiree's Signature: _____ Date: _____						
For EUTF Use Only (DO NOT WRITE BELOW HERE):						
12. Dept. ID#	13. Code	14. Retirement Date:			15. BU: ____	
16. RET Elig for Reimbursement on		17. SP Elig for Reimbursement on				
18. Survivor of:		19. RET SSN			20.	



Fax to 808-586-2161 OR Mail to EUTF, P.O. Box 2121, Honolulu, HI 96805-2121 OR Deliver to 201 Merchant Street, Suite 1520.

Medical - PPO Plan

HMSA



Blue Cross
Blue Shield
of Hawaii

This summary is intended to provide a condensed explanation of plan benefits. Certain limitations, restrictions and exclusions may apply. Please refer to the Guide to Benefits, which may be obtained from HMSA or from the EUTF website, www.eutf.hawaii.gov, for complete information on benefits and provisions. In the case of a discrepancy between this comparison and the language contained within the Guide to Benefits, the latter will take precedence.

If you have any questions, please contact HMSA at any of the following locations:

Oahu 818 Keeaumoku Street
Honolulu, HI 96814
Phone: (808) 948-6499

Hawaii 670 Ponahawai Street, Suite 121
Hilo, Hawaii 96720
Phone: (808) 935-5441

75-1029 Henry St., Suite 301
Kailua-Kona, Hawaii 96740
Phone: (808) 329-5291

Kauai 4366 Kukui Grove Street, Suite 103
Lihue, HI 96766
Phone: (808) 245-3393

Maui 33 Lono Avenue, Suite 350
Kahului, HI 96732
Phone: (808) 871-6295

All member copayments shown are based on the eligible charge. The eligible charge is the amount that HMSA's participating providers have agreed to accept as payment in full for services rendered. Services received from a nonparticipating provider will likely result in significantly higher out-of-pocket expenses since the member is responsible for any difference between HMSA's eligible charge and the nonparticipating provider's actual charge.

Lifetime Maximum	\$2,000,000	
Maximum Annual Co-payment	\$2,500 per person/\$7,500 per family	
Annual Deductible	\$100 per person/\$300 per family	
	Member Co-payment	
	Participating	Nonparticipating
Physician Services	Copayment amount after annual deductible met where noted (*)	
Physician Visits, Well Woman Exam (one per year), Maternity Care	10% of Eligible Charges	30% of Eligible Charges*
	None	30% of Eligible Charges
Immunizations —Standard	None	None*
Immunizations—Well Child Care	None	None
Surgery (Cutting), Anesthesia	10% of Eligible Charges	30% of Eligible Charges*
Surgery (Non-Cutting)	20% of Eligible Charges	30% of Eligible Charges*
Testing, Laboratory and Radiology—Outpatient ⁽¹⁾		
Allergy Testing and Allergy Treatment Materials	20% of eligible Charges*	30% of Eligible Charges*
Diagnostic Testing and Radiology, Tuberculin Skin Test, Pap Smear, PSA, RSVP Screenings	20% of Eligible Charges	30% of Eligible Charges*
Screening Mammography	20% of Eligible Charges	30% of eligible Charges

Note: ⁽¹⁾ HMSA may contract with certain laboratory and radiology groups to accept HMSA's payment as payment in full. Members may not have a copayment for services received as part of these types of contractual arrangements.

Medical - PPO Plan continued

HMSA



Blue Cross
Blue Shield
of Hawaii

Member Co-payment

	Participating	Nonparticipating
Organ and Tissue Transplants		
Corneal, Kidney, Small Bowel and Small Bowel/Liver Transplants	10% of Eligible Charges	30% of eligible Charges*
Bone Marrow, heart, heart/Lung, Liver, Lung, Kidney/Pancreas transplants or Transplant Evaluation ⁽²⁾	None	Not covered
Note: ⁽²⁾ HMSA has contracted with certain providers for specific transplant services. You must receive services from a contracted provider for these benefits to apply.		
Chemotherapy and Radiation Therapy—Outpatient		
Chemotherapy	20% of Eligible Charges*	30% of Eligible Charges*
Radiation Therapy	20% of Eligible Charges	30% of Eligible Charges*
Hospital and Facility Services		
Emergency Room	10% of Eligible Charges	10% of Eligible Charges
Hospital Room, Skilled Nursing Facility, Ambulatory Surgical Center	10% of Eligible Charges	30% of Eligible Charges*
Behavioral Health - Mental Health ⁽³⁾ and Substance Abuse		
Inpatient Hospital/Facility Services, Physician Services	Regular Plan benefits	Regular Plan Benefits
Psychological Testing – Outpatient	10% of Eligible Charges	30% of Eligible Charges*
Note: ⁽³⁾ Mental health benefits are limited to 30 inpatient days and 24 outpatient visits per calendar year. Limitations do not apply to serious mental illnesses in accord with Hawaii law. There is no limit for substance abuse services.		
Special Benefits for Homebound, Termina, or Long-term Care		
Home Health Care	None	30% of Eligible Charges
Hospice Services	None	Not Covered
Other Medical Services and Supplies		
Ambulance, Appliances/Equipment, Blood, Dialysis, Injections, Physical Therapy, Occupational Therapy, or Speech therapy	20% of Eligible Charges*	30% of eligible Charges*
Medical Foods	20% of Eligible Charges	20% of Eligible Charges
Special Benefits for Health Assessment, Health Education, and Disease Management		
HealthPass, Disease Management Programs	None	Not Covered



Medical - PPO Plan Prescription Benefits

BENEFITS	MEMBER PAYS	
RETAIL PRESCRIPTION PROGRAM (30 day supply)	Participating Pharmacy	Nonparticipating Pharmacy
Generic	\$5 copayment	\$5 copayment, plus any charges exceeding HMSA's payment of 80% of Eligible Charge
Preferred Brand Name	\$15 copayment	\$15 copayment, plus any charges exceeding HMSA's payment of 80% of Eligible Charge
Other Brand Name	\$30 copayment	\$30 copayment, plus any charges exceeding HMSA's payment of 80% of Eligible Charge
Insulin		
Preferred Insulin	\$5 copayment	\$5 copayment, plus any charges exceeding HMSA's payment of 80% of Eligible Charge
Other Insulin	\$15 copayment	\$15 copayment, plus any charges exceeding HMSA's payment of 80% of Eligible Charge
Diabetic Supplies		
Preferred Diabetic Supplies	No copayment	No copayment
Other Diabetic Supplies	\$15 copayment	\$15 copayment
Oral Contraceptives		
Preferred Oral Contraceptives	\$5 copayment	\$8 copayment
Other Oral Contraceptives (including generic contraceptives)	\$30 copayment	\$30 copayment, plus any charges exceeding HMSA's payment of 80% of Eligible Charge
Diaphragms		
Preferred Diaphragms	\$10 copayment	\$12 copayment
Other Diaphragms	\$20 copayment	\$20 copayment, plus any charges exceeding HMSA's payment of 80% of Eligible Charge
BENEFITS	MEMBER PAYS	
MAIL ORDER PRESCRIPTION PROGRAM (90 day supply)	HMSA Vendor	Non-HMSA Vendor
Generic	\$10 copayment	Not a benefit
Preferred Brand Name	\$35 copayment	Not a benefit
Other Brand Name	\$60 copayment	Not a benefit
Insulin		
Preferred Insulin	\$10 copayment	Not a benefit
Other Insulin	\$35 copayment	Not a benefit
Diabetic Supplies		
Preferred Diabetic Supplies	No copayment	Not a benefit
Other Diabetic Supplies	\$35 copayment	Not a benefit

Medical - HMO Plan



KAISER PERMANENTE

There are two HMO plans available for retirees: Kaiser Permanente Group Plan for retirees under age 65 and Kaiser Permanente Senior Advantage for retirees over age 65 living on Oahu, Maui and Hawaii (except zip codes 96718, 96772 and 96777). Benefit summaries for both plans are included in this booklet.

Retirees living on the Mainland who wish to enroll in Kaiser Senior Advantage need to contact and complete enrollment forms with the local Kaiser plan before being enrolled in Kaiser multi-site in the EUTF system.

Kaiser Permanente Group Plan

This plan is only available to retirees under the age of 65. This is only a summary. It does not fully describe your benefit coverage. For details on your benefit coverage, exclusions, and plan terms, please refer to your employer's applicable Face Sheet, Group Medical and Hospital Service Agreement, Benefit Schedule, and Riders (collectively known as "Service Agreement"). The Service Agreement is the legal binding document between Health Plan and its members.

You are covered for medically necessary services, within the Hawaii service area, at Kaiser Permanente facilities, and which are provided or arranged by a Kaiser Permanente physician. All care and services need to be coordinated by a Kaiser Permanente physician. For specific questions about coverage, please call the Customer Service Center at (808) 432-5955 (Oahu) or 1-(800) 966-5955 (Neighbor Islands). You may also obtain information from the Kaiser website, www.kaiserpermanente.org.

Except for certain situations outlined in the Service Agreement, all claims, disputes, or causes of action arising out of or related to the Service Agreement, its performance or alleged breach, or the relationship or conduct of the parties, must be resolved by binding arbitration. For claims, disputes, or causes of action subject to binding arbitration, all parties give up the right to jury or court trial. For a complete description of arbitration information, please see the Service Agreement.

Benefits		You pay
Preventive services	Deductible	None
	Lifetime Maximum	None
	Annual supplemental charges maximum per calendar year	\$1,500 per member \$4,500 per family unit (3 or more members)
	Well-baby visits	\$12 office visit copayment per visit
	Immunizations	No charge for most immunizations (some have a 50% copayment)
	Physicals, routine and school	\$12 office visit copayment per visit
	Office visits doctors' & other health professionals'	\$12 office visit copayment per visit
	Laboratory procedures, prescribed imaging, and diagnostic services	No charge
	Outpatient surgery and procedures	\$12 office visit copayment per visit
	Routine obstetrical care (prenatal, delivery, and mother's care in the hospital following delivery)	No charge upon confirmation of pregnancy
Outpatient services	Abortions, elective or medically indicated	\$12 per visit (elective abortions limited to two per lifetime)
	Administered drugs	No charge for most drugs that require skilled administration by medical personnel. Members must pay their office visit charge for the visit.



Benefits		You pay
Outpatient services, continued	FDA-Approved contraceptive drugs and services	50% of applicable charges
Inpatient services	Hospital (room and board)	No charge
	Doctors' medical and surgical services	No charge
	Anesthesia services	No charge
	Lab, X-ray, and diagnostic testing	No charge
	Administered drugs	No charge for most drugs administered during a covered hospital stay
	Skilled nursing care	No charge up to 100 days per benefit period
Mental health services (B rider)	Outpatient up to 24 visits/calendar year	\$12 office visit copayment per visit
	Inpatient up to 30 days/calendar year	No charge
Chemical dependency services	Outpatient	\$12 office visit copayment per visit
	Inpatient	No charge
Emergency services (for initial treatment only) & ambulance services	At a facility <u>within</u> the Hawaii service area	\$25 per visit, plus other applicable plan charges
	At a facility <u>outside</u> the Hawaii service area	20% of R & C*, plus other applicable plan charges
	Ambulance services	20% of R & C*, plus other applicable plan charges
Additional Services	Prescription drugs – drug 10	\$10 for each prescription not exceeding a 30 consecutive day supply (excludes contraceptive drugs and devices)
	Prescription drug mail order incentive	Members may purchase mail order refills for most maintenance drugs for a 90 consecutive day supply upon payment of two drug copayments. The mail order program does not apply to certain drugs and mailing is limited to addresses inside the State of Hawaii.
Internal/ External prosthesis	Durable medical equipment	20% of applicable charges

You must retain your receipts for the charges you have paid, and when the maximum amount has been PAID, you must present these receipts to our Business Office at Moanalua Medical Center, Honolulu Clinic or to the cashier at other clinics. After verification that the Supplemental Charges Maximum has been PAID, you will be given a card which indicates that no additional Supplemental Charges for covered Basic Health Services will be collected for the remainder of the calendar year. You need to show this card at your visits to get your Supplemental Charges waived.

All payments are credited toward the calendar year in which the services were received.

Once you have met the Supplemental Charges Maximum, please submit your proof of payment as soon as reasonably possible. All receipts must be submitted no later than February 28 of the year following the one in which the services were received.

Enrollment in Senior Advantage is required for all State and County Medicare-eligible retirees residing on the islands of Oahu, Maui and Hawaii (except for zip codes 96718, 96772, 96777). For more information about Senior Advantage, please contact Kaiser Permanente



Customer Service at (808) 432-5955 or 1-800-966-5955 (neighbor islands). You may also obtain information from the Kaiser website, www.kaiserpermanente.org.

This is only a summary. It does not fully describe your benefit coverage. For details on your benefit coverage, exclusions, and plan terms, please refer to your employer's applicable Face Sheet, Group Medical and Hospital Service Agreement, Benefit Schedule, and Riders (collectively known as "Service Agreement"). The Service Agreement is the legal binding document between Health Plan and its members. In event of ambiguity, or a conflict between this summary and the Service Agreement, the Service Agreement shall control. Senior Advantage members should refer to their Kaiser Permanente Senior Advantage Evidence of Coverage for a description of their benefits.

You are covered for medically necessary services, within the Hawaii service area, at Kaiser Permanente facilities, and which are provided or arranged by a Kaiser Permanente physician. All care and services need to be coordinated by a Kaiser Permanente physician.

If you live outside the Hawaii service area, membership in an out-of-state region may be available to you. Members enrolled outside the Hawaii service area may not have the same benefits described in this booklet and may have to contribute to the premium if the region's premium is higher than the amount allowed by Act 88 for the State's contribution. If you are already enrolled in an out-of-state Kaiser Permanente Plan you will receive information about your options in a separate mailing. If you are currently not enrolled in an out-of-state Kaiser Permanente Plan but would like information, please contact the EUTF Customer Service Hotline at 808-586-7390 or email us at eutf@hawaii.gov.

	Benefits	You Pay
Outpatient services	Doctors' and other health practitioners' office visits	\$12 office visit copayment per visit
	Preventive care	
	Health evaluations for adults	\$12 office visit copayment per visit
	Physical examinations for children, and well-baby care	
	Immunizations generally available in the Hawaii service area:	
	Immunizations developed and in general use for specific diseases on March 1, 1994	No charge
	Immunizations developed or in general use for specific diseases after March 1, 1994	50% of applicable charges
	- Exception: Immunizations covered by Medicare	20% of applicable charges
	- Exception: Immunizations in keeping with "prevailing medical standards: (as defined by State law) for children 5 years of age or under	No charge
	Unexpected mass immunizations	50% of applicable charges
	Injectable travel immunizations	50% of applicable charges plus \$10 office visit copayment
	Oral travel immunizations	\$10 per prescription
	Laboratory procedures, prescribed imaging, and diagnostic services	No charge
	Short-term physical, occupational and speech therapy	\$12 office visit copayment per visit
Outpatient services continued	Dialysis	
	Kaiser Permanente physician and facility services for dialysis	No charge
	Equipment, training and medical supplies for home dialysis	No charge
	Outpatient surgery and procedures	\$12 copayment per visit
	Materials for dressings and casts as covered by Medicare	No charge after \$10 copayment
	Take-home supplies covered by Medicare	20% of applicable charges
	All other take home supplies	Not covered



Benefits		You Pay
	Transplants , including kidney, heart, heart-lung, liver, lung, simultaneous kidney-pancreas, bone marrow, cornea, intestinal and multi-visceral	No charge for the procedure (drugs according to member's drug coverage)
Prescribed drugs that require skilled administration	Prescribed drugs that require skilled administration by medical personnel (e.g., cannot be self-administered) Prescribed by a Kaiser Permanente licensed prescriber and on the Health Plan formulary, and used in accordance with formulary criteria, guidelines or restrictions	No charge after \$12 office visit copayment
	Chemotherapy drugs for the treatment of cancer Exclusions: Drugs that are necessary or associated with services that are excluded or not covered	No charge after \$12 office visit copayment
Prenatal care, interrupted pregnancy, family planning, involuntary infertility services, and artificial conception services	Prenatal care (prenatal care, delivery, and mother's care in the hospital following delivery)	No charge after confirmation of pregnancy
	Interrupted pregnancy and family planning services	\$12 office visit copayment per visit
	Involuntary infertility services (not including lab, prescribed imaging or drugs)	\$12 office visit copayment per visit
	Artificial insemination	Not covered
	In vitro fertilization	Not covered
Home health care and hospice care	Home health care , nurse and home health aide visits to homebound members, when prescribed by a Kaiser Permanente physician.	No charge
	Hospice care . Covered under original Medicare and may have copayment.	
Skilled nursing care	Up to 100 days of prescribed skilled nursing care services in a Medicare-approved facility (such as a hospital or skilled nursing facility) per benefit period . Exclusions: Personal comfort items, such as telephone, television and take-home medical supplies.	No charge
Emergency services	Note: Member (or Member's family) must notify Health Plan within 48 hours if admitted to a non-Kaiser Permanente facility.	\$25 worldwide
Out-of-area urgent care services	At a non-Kaiser Permanente facility for covered urgent care services (Coverage for initial urgent care treatment only and while temporarily outside the Hawaii service area)	\$25 worldwide
Ambulance services	Ambulance Services are those services in which: use of any other means of transport, regardless of availability of such other means, would result in death or serious impairment of the member's health, and is for the purpose of transporting the member to receive medically necessary acute care. In addition, if air ambulance, the member's condition must require the services of an air ambulance for safe transport.	20% of all reasonable and customary charges
Blood (inpatient or outpatient)	Regardless of replacement, units and processing of units of whole blood, red cell products, cryoprecipitates, platelets, plasma, fresh frozen plasma, and Rh immune globulin. Collection, processing, and storage of autologous blood when prescribed by a Kaiser Permanente physician.	No Charge
	Donor directed units	Not covered



	Benefits	You Pay
Mental health services	Unlimited visits per calendar year for serious mental illness as defined by Hawaii law.	\$12 office visit copayment per visit
	Other mental illnesses – visits 1 through 20 per calendar year	20% of applicable charges
	Other mental illnesses – visits 21+ per calendar year	50% of applicable charges
	Inpatient: first 190 lifetime days and 190+ days for serious mental illness	No charge
	Up to 30 days per calendar year for other mental illness after 190 lifetime days have been used.	20% of applicable charges
Chemical dependency services	Outpatient visits	\$12 office visit copayment per visit
	Residential chemical dependency services up to 60 days per calendar year	20% of applicable charges
Internal prosthetics, devices, and aids	Surgically-implanted internal prosthetics (such as pacemakers and hip joints), and surgically-implanted devices and aids (such as surgical mesh, stents, bone cement, implanted nuts, bolts, screws, and rods) which are medically indicated, prescribed by a Kaiser Permanente physician and obtained from sources designated by Health Plan	No charge
	Internal prosthetics not surgically implanted	20% of applicable charges
	Fitting and adjustment of these devices, including repairs and replacement other than those due to misuse or loss	20% of applicable charges
External prosthetic devices and braces	External prosthetic devices and braces , when prescribed by a Kaiser Permanente physician, and obtained from sources designated by Health Plan	20% of applicable charges
	Fitting and adjustment of these devices , including repairs and replacements other than those due to misuse or loss	20% of applicable charges
Durable medical equipment	Medically necessary and appropriate durable medical equipment for use in the home , when prescribed by a Kaiser Permanente physician and obtained from sources designated by Health Plan on either a purchase or rental basis, as determined by Health Plan	20% of applicable charges
	Oxygen for use in conjunction with prescribed durable medical equipment	20% of applicable charges
	Repair, replacement and adjustment of durable medical equipment, other than those due to misuse or loss	20% of applicable charges
Diabetes equipment	Glucose meters and external insulin pumps (and the supplies necessary to operate them) when Health Plan criteria are met.	20% of applicable charges



Benefits		You Pay
Drug	For each prescription, when the quantity does not exceed: a 30-consecutive-day supply of a prescribed drug, or one dose of a self-administered injectable drug, or one cycle of an oral contraceptive drug, or an amount as determined by the Formulary.	\$10 per prescription
	Insulin and certain diabetes supplies	\$10 per prescription
	Oral contraceptive drugs	50% of applicable charges
	Diaphragms and cervical caps	50% of applicable charges
	Other contraceptive drugs and devices	50% of applicable charges
Mail order	Mail order prescription forms may be obtained at any Kaiser Permanente pharmacy, or call the Kaiser Permanente mail order pharmacy at 432-5510, Monday - Friday, 8:30 A.M. to 5:00 P.M. You may purchase a 3 month's supply of maintenance medications at 2 co-payment amounts through Kaiser Permanente's mail order prescription service, restricted to ZIP codes in the Kaiser Permanente service area. Please mail your refill order before you are down to your last 10 days supply. Allow one week to receive your medication for refillable orders. The mail order program does not apply to the delivery of certain pharmaceuticals (i.e., controlled substances as determined by State and/or Federal regulations, bulky items, medication affected by temperature, injectables, and other products and dosage forms as identified by the Pharmacy and Therapeutics Committee)	
Supplemental charges maximum	Your out-of-pocket expenses for covered Basic Health Services are capped each calendar year by a Supplemental Charges Maximum.	\$1,500 per member, \$4,500 per family unit (3 or more members)

You must retain your receipts for the charges you have paid, and when the maximum amount has been PAID, you must present these receipts to our Business Office at Moanalua Medical Center, Honolulu Clinic or to the cashier at other clinics. After verification that the Supplemental Charges Maximum has been PAID, you will be given a card which indicates that no additional Supplemental Charges for covered Basic Health Services will be collected for the remainder of the calendar year. You need to show this card at your visits to get your Supplemental Charges waived.

All payments are credited toward the calendar year in which the services were received.

Once you have met the Supplemental Charges Maximum, please submit your proof of payment as soon as reasonably possible. All receipts must be submitted no later than February 28 of the year following the one in which the services were received.

Summarized below are the dental benefits provided through Hawaii Dental Service (HDS). For a full description of the benefits and how to access them, refer to the EUTF website, www.eutf.hawaii.gov, or the HDS Customer Service Department at (808) 529-9248 or toll-free from the neighbor islands and continental U.S. at 1-800-232-2533 extension 248. You may also obtain information from the HDS website, www.deltadentalhi.org.

Benefit	Plan Coverage
Maximum Benefit Amount Per Calendar Year	\$1,000/ person
Diagnostic	
Examinations (twice per calendar year)	100%
Bitewing x-rays (twice per calendar year)	100%
Other x-rays (full mouth x-rays limited to once every three years)	100%
Preventive	
Prophylaxes (cleanings - twice per calendar year)	100%
Stannous fluoride (once per calendar year through age 17)	100%
Space maintainers (through age 17)	100%
Sealants (through age 18) One treatment application, once per lifetime only to permanent posterior molar teeth with no cavities and no occlusal restorations, regardless of the number of surfaces involved.	100%
Restorative	
Amalgam (silver-colored) fillings	60%
Composite (white-colored) fillings, limited to anterior (front) teeth	60%
Note: Composite restorations on posterior (back) teeth will be processed as the alternate benefit of an amalgam and the patient will be responsible for the cost difference up to the dentist's charged fee.	
Crowns and Gold Restorations (once every 5 years when teeth cannot be restored with amalgam or composite fillings)	60%
Note: Porcelain (white) restorations on posterior (back) teeth will be processed as the alternate benefit of the metallic equivalent and the patient will be responsible for the cost difference up to the dentist's charged fee.	
Endodontics	
Pulpal Therapy	60%
Root canal	60%
Periodontics	
Periodontal scaling and root planning – once every two years	60%
Gingivectomy, flap curettage and osseous surgery - - once every three years	60%
Periodontal maintenance – twice per calendar year	60%
Prosthodontics	
Fixed Bridges (once every 5 years; ages 16 and older)	60%
Removable dentures (complete & partial – once every 5 years; ages 16 & older)	60%
Repairs and adjustments	60%
Relines and rebase	60%
Implants (covered as alternate benefit) when one tooth is missing between two natural teeth	60%
Oral Surgery	
Extractions and other oral surgery procedures to supplement medical care plan	60%
Adjunctive General Services	
Consultations by Specialist not performing services	60%
Office visits (injury related)	60%
Sedation General and IV – Oral Surgery Only	60%
Palliative (Emergency) treatment (for relief of pain but not to cure)	100%

Benefit Exclusions

Your HDS plan does not cover the following services:

- Services for injuries and conditions that are covered under Workers' Compensation or Employer's Liability Laws; services provided by any federal or state government agency or those provided without cost to the eligible person by the government or any agency or instrumentality of the government.
- Congenital malformations, medically related problems, cosmetic surgery or dentistry for cosmetic reasons.
- Procedures, appliances or restorations other than those for replacement of structure loss from cavities that are necessary to alter, restore or maintain occlusion.
- Vertical dimension, occlusal adjustment, equilibration, periodontal splinting, restoration of tooth structure lost from wearing away, restoration for tooth malalignment, jaw movement recordings and treatment of disturbances of the temporomandibular joint (TMJ).
- Orthodontic services
- Hawaii general excise tax imposed or incurred in connection with any fees charged, whether or not passed on to subscriber by a dentist
- All other services not specified in the Schedule of Benefits, which is available from your employer.

Multi-state Coverage

If you or your family reside or travel outside Hawaii and need dental care, your HDS plan will provide you coverage. HDS is a member of Delta Dental Plans Association, the largest dental benefits provider in the nation. So if your job takes you out of state or your son or daughter attends school on the Mainland, the charges of participating dentists would be capped by their respective state's eligible fees for covered services.

While on the Mainland, you can maximize your benefits by selecting a dentist who participates with Delta Dental. To obtain a list of participating Delta dentists in that zip code, visit the Delta Dental web site at www.deltadental.com and use the 'Dentist Search' capability. Or you may call our Customer Service Department toll-free at (800) 232-2533 ext. 248 and we will send you a list of participating dentists in your area.

Visiting a Participating Delta Dentist

If the dentist you have selected is a participating HDS or Delta (on the Mainland) dentist, he will submit the claim directly to HDS for you. Be sure he obtains HDS's mailing address from the back of your member identification card. HDS's payment will be based upon the participating dentist's eligible fees in his state. (HDS uses the National Provider File to obtain these fees.) Your share will be limited to the difference between the participating dentist's eligible fee and HDS's payment amount.

Visiting a Non-Participating Dentist

When you visit a non-participating dentist, in most cases you will need to pay in full at the time of service. On your first visit to a non-participating dentist, advise the dentist that you have an HDS dental plan and present your HDS member identification card. Your dentist will render services and may send you the completed claim form (universal ADA claim form) to file with HDS. Mail the completed claim form to the following address for processing:

HDS - Dental Claims
700 Bishop Street, Suite 700
Honolulu, HI 96813-4196

HDS will pay for services rendered up to your benefits coverage amount. Please be aware that your non-participating dentist's fees may be higher than a participating dentist's fees, and the fees used to calculate your benefit are lower than participating dentists' eligible fees. You are responsible for the difference between your non-participating dentist's fees and HDS's payment amount.



Summarized below are the vision benefits provided through Vision Service Plan (VSP). For a full description of the benefits and how to access them, refer to the EUTF website, www.eutf.hawaii.gov, or call VSP's Customer Service Department—Hawaii Office: (808) 532-1600, or toll-free from the neighbor islands at 800-522-5162; Customer Service call Center (mainland U.S.) at 800-877-7195. You may also obtain information from the VSP website, www.vsp.com.

	<i>VSP Doctor</i>	<i>Out-of-Network Reimbursement</i>
Eye Exam	\$10 Co-payment	After Co-pay:
Every 12 Months*	No Charge	Up to \$40
Materials (lenses and/or frame)	\$25 Co-payment	After Co-pay:
Every 12 Months*		
Single Vision	No Charge ¹	Up to \$40
Bifocals	No Charge ¹	Up to \$60
Trifocals	No Charge ¹	Up to \$60
UV Coating	No Charge	No Additional Benefit
Frame		
Every 24 Months*	Covered Up to \$105 Allowance ²	Up to \$40
Contacts (in lieu of glasses)		
Every 12 Months*	Covered Up to \$100 Allowance ³	Up to \$100

* Based on your last date of service.

¹ Lens options, which can enhance the appearance, durability and function of your glasses, are available to you at VSP's member preferred pricing.

² If you choose a frame valued at more than your allowance, you'll save 20% on your out-of-pocket cost for frames.

³ Your allowance applies to the cost of your contact lens exam and your contact lenses. You'll receive a 15% discount off the cost of your contact lens exam from a VSP doctor. Your contact lens exam is performed in addition to your routine eye exam to check for eye health risks associated with improper wearing or fitting of contacts.



Life insurance benefits are underwritten by Aetna Life Insurance Company. This is a summary of the plan benefits. For complete information and provisions, please refer to your certificate or contact Aetna or the EUTF.

Customer Service: 1-866-227-9954 (toll-free)
Claim Office:
Aetna Inc.
Life Service Center
151 Farmington Avenue – RE52
Hartford, CT 06156-3007
Fax Number for Claim Submission: 1-800-238-6239
Website: www.aetna.com

In the event of your death, the life insurance company will pay your beneficiary \$1,900. The death benefit amount will be reduced by any amount previously paid under the Accelerated Death Benefit provision, described below.

Designation of Beneficiary Form

Please download the form from the EUTF website at www.eutf.hawaii.gov or call the EUTF to have it sent to you.

Classification Change Date

Any change in your life insurance classification will become effective on the date of your 65th, 70th, 75th, and 80th birthday, or your retirement from active employment.

Accelerated Death Benefit

If, while covered under this life insurance plan you become terminally ill, you may request that the life insurance company pay an Accelerated Death Benefit. Your physician must certify that you suffer from a terminal illness and have a life expectancy of 12 months or less. Upon approval of your request, the insurance company will pay up to 75% of your life insurance benefits, with a minimum payment of \$5,000. A nominal amount of interest is charged for the accelerated payment, as defined in your life insurance certificate. The Accelerated Death Benefit payment will be reduced by an interest discount to account for the early payment.

Life Insurance Conversion

If your life insurance ceases because of termination of employment or is reduced due to age, you may convert to an individual policy. You must apply within 31 days of the following events:

- ▶ Your insurance ends because you are no longer eligible, you may convert to an amount of life insurance equal to the amount of insurance you had prior to your termination.
- ▶ When you reach age 65, 70, 75, and 80 as an active employee and at retirement, you may convert to the amount being reduced.

If you die within the 31-day conversion period, and before the individual policy goes into effect, the amount payable is the maximum amount you could have converted. This amount applies even if you had not applied for or paid the first premium on the individual policy.

Important Notices

Many federal and state laws guide the administration of all health benefits insurance plans. While official insurance contracts actually govern your rights and benefits under each plan in which you are enrolled, the following information is provided to help you understand your statutory rights and benefits. If any discrepancy exists between the information provided in this section and your official insurance documents, the official insurance documents will prevail.

If you have any questions about this section, please call the Hawaii Employer-Union Health Benefits Trust Fund (the EUTF). See page 34

Women's Health & Cancer Rights Act

Your health insurance plan is required by the Women's Health and Cancer Rights Act of 1998 to provide benefits for mastectomy-related services, including:

- ▶ Reconstruction of the breast on which the mastectomy has been performed
- ▶ Surgery and reconstruction of the other breast to produce a symmetrical appearance
- ▶ Prostheses and physical complications for all stages of a mastectomy, including lymphedemas (swelling associated with the removal of lymph nodes).

Your plan will provide coverage in consultation with the attending physician and patient.

Coverage for breast reconstruction and related services will be subject to deductibles, copayments, and coinsurance amounts that are consistent with those that apply to other benefits under the Plan. If you have any questions about the Women's Health and Cancer Rights Act, please call your insurance carrier or the EUTF.

Newborns' & Mothers' Health Protection Act

Generally, group health plans and health insurance issuers who offer group insurance coverage may not (under federal law) restrict benefits for any hospital stay in connection with childbirth for the mother or newborn child to:

- ▶ Less than 48 hours following a normal vaginal delivery, or
- ▶ Less than 96 hours following a caesarean section.

However, federal law generally does not prohibit the mother's or newborn's attending physician, after consulting with the mother, from discharging the mother

or her newborn earlier than 48 hours (or 96 hours as applicable).

In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a hospital stay not in excess of 48 hours (or 96 hours). However, the Plan may still require pre-certification of any hospital admission in connection with childbirth, in order for you to obtain the maximum level of benefits available under the Plan.

Qualified Medical Child Support Order

Your health insurance plan honors qualified medical child support orders (QMCSOs). This means that if a QMCSO issued in a divorce or legal separation proceeding requires you to provide medical coverage to a child who is not in your custody, you may do so under the Plan. To be qualified, a medical child support order must include:

- ▶ Name and last known address of the parent who is covered under the health insurance plan,
- ▶ Name and last known address of each child to be covered under the health insurance plan,
- ▶ Type of coverage to be provided to each child, and
- ▶ Period of time coverage will be provided.

Send QMCSOs to the EUTF, which is your Plan Administrator. Upon receipt, the EUTF will notify you and give you the procedures for determining if the order is qualified. If the order is qualified, you may cover your children under the Plan.

National Medical Support Notices

The EUTF (your health benefits plan administrator) also honors qualified National Medical Support Notices (NMSNs). These Notices are similar to a QMCSO, but are issued by a state agency pursuant to a medical child support order. Upon receipt of the NMSN, the Employer will, within 40 business days, return the Notice to the state agency if the specified coverage is not available for one of the reasons set forth on the Notice, or forward the Notice to the EUTF, the Plan Administrator, if the specified coverage is available.

If the Employer forwards the Notice to the EUTF, the EUTF will, within 40 business days, return the Notice to the state agency and/or the parties concerned to inform them whether the Notice constitutes a QMCSO.

If the Notice qualifies, the EUTF will notify the state agency either that the child(ren) is/are currently enrolled or will be enrolled in the coverage available under the EUTF.

If you are not enrolled and there is more than one coverage option available, the EUTF will inform the state

agency of the coverage options from which you may elect coverage. In this event, the EUTF will also notify your employer, who will determine whether federal or state withholding rules permit withholding from your salary or wages the amount required to provide coverage to the child(ren) under the terms of the health insurance plan, and, if so, to withhold the required amounts from your pay for such coverage and remit these amounts withheld to the EUTF.

If the Notice is not qualified, then within 40 business days, the EUTF will notify the state agency and the parties involved, the specific reason(s) why the Notice failed to qualify. The EUTF may also provide additional notifications as provided for in the NMSN's instructions.

Continuation of Group Health Coverage Under COBRA: Initial Notice

A federal law, commonly known as "COBRA," requires most employers to offer employees and their covered dependents the opportunity to elect a temporary continuation of health coverage, at group rates, when coverage would otherwise be terminated, because of a "qualifying event" (listed below).

The section serves as your initial notice of your rights and obligations under COBRA. It is subject to change without warning, as interpretations or changes in the law do occur. Please read this notice carefully, share it with your family, and keep it in your file.

Qualifying Events

Employees

If you are an employee covered under a group health plan, you (and your covered dependents) may elect COBRA coverage if you lose your group health coverage due to either of these "qualifying events":

- ▶ Termination of your employment (for reasons other than gross misconduct), or
- ▶ Reduction in your work hours causing you to be ineligible for health benefits insurance.

Covered Spouses

If you are the covered spouse of an employee enrolled in a group health plan, you may elect COBRA coverage if you lose group health coverage due to any of these "qualifying events":

- ▶ Termination of your spouse's employment (for reasons other than gross misconduct), or reduction in your spouse's work hours causing him or her to be ineligible for Plan benefits,
- ▶ Death of your spouse,
- ▶ Divorce or legal separation from your spouse, or

- ▶ Employee-beneficiary becomes entitled to Medicare benefits.

Covered Children

Dependent children who are covered under a group health plan have the right to elect COBRA coverage if they lose coverage under the Plan due to any of these "qualifying events":

- ▶ The employee-parent's employment stops (for reasons other than gross misconduct), or work hours are reduced resulting in ineligibility for Plan benefits,
- ▶ Death of the employee-parent,
- ▶ Parents' divorce or legal separation,
- ▶ Employee-parent becomes entitled to Medicare benefits, or
- ▶ Dependent child ceases to be a "dependent child" under the health insurance plan.

When Is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator has been notified that a Qualifying Event has occurred. When the Qualifying Event is the end of employment or reduction of hours of employment or the death of the employee, your employer must notify the Plan Administrator of the Qualifying Event. The employee will not need to notify the EUTF of the occurrence of any of these three Qualifying Events.

You Must Give Notice of Some Qualifying Events

For the other initial Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must provide the Plan Administrator with notice of the Qualifying Event within 60 days after the later of the date of the Qualifying Event or the date of the loss of coverage under the Plan.

You must provide this notice in writing by appropriately completing the attached "Notice of a COBRA-Related Event." For detailed instructions on completing this Notice, the documentation required to accompany the Notice and the procedures for submitting the Notice, see the EUTF's website or contact the Plan Administrator. If you do not follow these procedures or if you fail to provide written notice to the Plan Administrator within the 60-day notice period, YOU AND ANY OTHER FAMILY MEMBERS WHO WOULD OTHERWISE BE QUALIFIED BENEFICIARIES WILL LOSE THEIR RIGHTS UNDER COBRA, INCLUDING THE RIGHT TO ELECT COBRA CONTINUATION COVERAGE.

Cost of Coverage

Insurance carriers providing coverage for the EUTF beneficiaries will administer the billing and collection of COBRA premiums.

You will be charged the full premium under the group health plan for COBRA coverage, plus a 2% administrative charge. If you are disabled and you extend your coverage for more than 18 months, you will have to pay the full cost of coverage plus another 50% of the premium for months 19 through 29.

You may pay for COBRA coverage on a monthly basis. Your first payment will cover the period from the date your former coverage terminated to the date you elect COBRA coverage — and is due within 45 days of your COBRA election date. The EUTF will give you specific cost information at that time. For subsequent premium payments, you have a grace period of 30 days for payment of the regularly scheduled premium. If you fail to pay the full monthly premium amount when due, your COBRA coverage will be terminated for non-payment. If this happens, you will not be allowed to reinstate your COBRA coverage.

How Long Does COBRA Continuation Coverage Last?

COBRA continuation coverage is a temporary continuation of coverage. When the Qualifying Event is the death of the employee, the covered employee's divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage may last for up to a total of 36 months.

When the Qualifying Event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally may last for only up to a total of 18 months.

The COBRA continuation coverage periods described above are maximum coverage periods. COBRA coverage can end before the maximum coverage period described in this Notice for several reasons. For more information refer to the "COBRA Notice" on the EUTF's website or contact the Plan Administrator.

There are three ways in which this 18-month period of COBRA continuation coverage resulting from a reduction in hours or employment or termination of employment can be extended.

Disability extension of 18-month period of continuation coverage

If a Qualified Beneficiary in your family covered under the Plan is determined by the Social Security Administration to be disabled at any time during the first 60 days of COBRA continuation coverage and you notify the Plan Administrator in a timely fashion, all of the Qualified Beneficiaries in your family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum COBRA coverage period of 29 months. For more information regarding this disability extension of the COBRA coverage period, the

timeframe and procedures for providing the notice of disability and the cost of COBRA coverage during any disability extension period, refer to the "COBRA Notice" on the EUTF's website or contact the Plan Administrator.

Second Qualifying Event extension of 18-month period of continuation coverage

If your family experiences another Qualifying Event while receiving 18 (or 29) months of COBRA continuation coverage resulting from the covered employee's termination of employment or reduction in hours of employment (or during the disability extension period following either of these Qualifying Events), the spouse and dependent children in your family who are receiving COBRA continuation coverage can get up to 18 additional months of COBRA continuation coverage, for up to a maximum of 36 months of COBRA continuation coverage, if notice of the second Qualifying Event is properly given to the Plan. This extension may be available only if the second Qualifying Event would have caused the spouse or dependent child to lose coverage under the Plan had the first Qualifying Event not occurred. (This extension in the COBRA coverage period is not available under the Plan when a covered employee becomes entitled to benefits under Medicare.) For more information regarding second Qualifying Events and the timeframe and procedures for providing the notice of a second Qualifying Event, refer to the "COBRA Notice" on the EUTF's website or contact the Plan Administrator.

Medicare extension for a spouse and dependent children

If an employee loses coverage under the Plan due to a termination of employment or reduction of hours of employment that occurs within 18 months after the covered employee becomes entitled to Medicare benefits (under Part A, Part B, or both), then the maximum coverage period for the spouse and dependent children (but not the employee) will be up to 36 months from the date the employee became entitled to Medicare benefits. However in this situation, the covered employee's maximum coverage period will be 18 months. For more information regarding this Medicare extension of the COBRA coverage period, refer to the "COBRA Notice" on the EUTF's website or contact the Plan Administrator.

Children Born To or Placed for Adoption with the Covered Employee during a Period of COBRA Continuation Coverage

A child born to or adopted by or placed for adoption with a covered employee during a period of COBRA continuation coverage is considered to be a Qualified Beneficiary provided that, if the covered employee is a Qualified Beneficiary, the covered employee has elected COBRA continuation coverage for himself or herself. For more information regarding a newly acquired dependent

child's COBRA, refer to the "COBRA Notice" on the EUTF's website or contact the Plan Administrator.

Alternate Recipients under QMCSOs

A child of the covered employee who is receiving benefits under the Plan pursuant to a Qualified Medical Child Support Order (QMCSO) received by the Plan Administrator during the covered employee's period of employment is entitled to the same rights under COBRA as a eligible dependent child of the covered employee, regardless of whether that child would otherwise be considered a dependent under the eligibility requirements of the Plan.

If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

Keep Your Plan Informed of Address Changes

In order to protect your family's rights, you must notify the Plan Administrator of any changes in the addresses of family members by submitting a fully completed Enrollment Change form (EC-1) to the Plan Administrator. The EC-1 form is available from the Plan Administrator. You should also keep a copy, for your records, of any notices or forms you send to the Plan Administrator.

Plan Contact Information

For more information about COBRA, you may contact the Plan Administrator at the following address:

Hawaii Employer-Union Health Benefits Trust Fund

P.O. Box 2121

Honolulu, HI 96805-2121

Telephone: (808) 586-7390

Toll Free: (800) 295-0089

If you have questions regarding this Notice or your rights under COBRA, you may call the Plan Administrator at the telephone number shown above. You may also view the EUTF's "COBRA Notice" on the website at: www.eutf.hawaii.gov or find additional information about COBRA in the Reference Guide for Active Employees (effective July 1, 2005).

Rights and Benefits

COBRA participants in a health insurance plan have the same rights and benefits as active participants in the plan. Any changes made to the plan for active participants will also apply to COBRA participants.

HIPAA Initial Notice: Notice of Privacy Rules

Effective date of this notice is March 1, 2005.

This notice describes how your medical information may be used and disclosed and how you can get access to this information. Please review it carefully.

A federal law, commonly known as HIPAA (the Health Insurance Portability and Accountability Act of 1996), governs all group health plans' use and disclosure of medical information. You may find HIPAA's privacy rules at 45 Code of Federal Regulations Parts 160 and 164.

This notice describes the EUTF's privacy practices and your rights regarding the uses and disclosures of your medical information.

The EUTF acknowledges that your medical and health information is personal – and is committed to protecting your privacy.

For administration purposes, the EUTF has access to a record of your claims reimbursed under your health insurance benefits plan. This notice applies to all of the medical records that the EUTF maintains or can access. Your personal doctor, health care provider, or health insurance carrier might have different policies or notices regarding their use and disclosure of medical information that they maintain or create. However, HIPAA applies to all organizations or persons that maintain personal health information, if they fall under HIPAA's definition of "Covered Entities."

By law, the EUTF MUST:

- ◆ Make sure that medical information that identifies you is kept private,
- ◆ Give you this notice of the EUTF's legal duties and privacy practices with respect to your medical information,
- ◆ Retain copies of the notices the EUTF issues to you,
- ◆ Retain any written acknowledgments that you received the notices, or document the EUTF's good faith efforts to obtain such written acknowledgments from you, and
- ◆ Follow the terms of the notice that is currently in effect.

HIPAA also requires the EUTF to tell you about:

- ◆ The EUTF's uses and disclosures of your medical information,
- ◆ Your privacy rights with respect to your medical information,
- ◆ Your right to file a complaint with the EUTF and with the Secretary of the Department of Health and Human Services, and
- ◆ The person or office at the EUTF whom you may contact for additional information about the EUTF's privacy practices.

How the EUTF May Use and Disclose Your Medical Information

The following categories describe the different ways the EUTF may use and disclose your medical information. Some uses and disclosures of your medical information require your authorization or the opportunity to agree or object to the use or disclosure. Other uses and disclosures do not. This notice clearly identifies whether or not the use or disclosure of your medical information requires your authorization or the opportunity to agree or object. Each category contains an explanation of what is meant by the "use and disclosure" of your medical information, and some examples. Not every use or disclosure in a category will be listed. However, all of the ways the EUTF is allowed to use and disclose your medical information will fall into one of the categories listed.

The following categories **DO NOT REQUIRE** the EUTF to obtain your consent, authorization, or to provide you the opportunity to agree or object to the use or disclosure.

For Treatment: the EUTF may use or disclose your medical information to help you get medical treatment or services through the EUTF. The EUTF may disclose your medical information to health care providers, including doctors, nurses, technicians, medical students, or other health care professionals who are providing you with services covered under your insurance plan. For example, the EUTF might disclose the name of your child's dentist to your child's orthodontist so that the orthodontist may ask the dentist for your child's dental X-rays.

For Payment: the EUTF may use and disclose your medical information in the process of determining your eligibility for benefits under the EUTF, to facilitate payment to health care providers for the treatment or services you have received from them, to determine benefit responsibility under the EUTF, and to facilitate reviews for medical necessity/appropriateness of your care. For example, the EUTF may tell your doctor whether you are eligible for coverage under the EUTF, or what percentage of the bill may be paid by the EUTF. Likewise, the EUTF may share your medical information with another entity to assist with the adjudication or

subrogation of your claims or to another health plan to coordinate benefit payments.

For EUTF Operations: the EUTF may use and disclose your medical information for health care operations and other EUTF operations. These uses and disclosures are necessary to administer the EUTF benefit plans. For example, the EUTF may use and disclose your medical information to conduct or facilitate quality assessments, improvement activities, performance and compliance reviews, auditing, fraud and abuse detection, underwriting, premium rating and other activities related to creating, renewing or replacing insurance contracts or benefit plans, claims review and appeals, legal functions and services, business planning and development, and other activities related to business management and administration. In connection with the foregoing, the EUTF may disclose your medical information to third parties who perform various health care operations or EUTF operations on its behalf.

As Required By Law: the EUTF will disclose your medical information when required to do so by federal, state or local law. For example, the EUTF may disclose your medical information when required to do so by a court order in a civil proceeding such as a malpractice lawsuit. Or, the Secretary of the Department of Health and Human Services might require the use and disclosure of your medical information to investigate or determine the EUTF's compliance with federal privacy regulations (this notice).

To Avert a Serious Threat to Health or Safety: the EUTF may use and disclose your medical information when necessary to prevent a serious threat to your health or safety, or to the health and safety of the public or another person. However, any such disclosure would be made only to a person able to help prevent the threat. For example, the EUTF may disclose your medical information in a legal proceeding regarding the licensure of a doctor.

Special Situations

Disclosure to Business Associates: the EUTF may disclose your medical information to business associates in carrying out treatment, payment, health care operations and EUTF operations. For example, the EUTF may disclose your medical information to a utilization management organization to review the appropriateness of a proposed treatment under your insurance plan.

Disclosure to Health Insurance Companies or Health Maintenance Organizations: In carrying out treatment, payment or health care operations, the EUTF may disclose your medical information to health insurance companies or health maintenance organizations (HMOs) that it contracts with to provide services or benefits under its health benefits plans. For example, the EUTF may

disclose your medical information to the Hawaii Medical Service Association, Kaiser Permanente and Kaiser Health Plan, Hawaii Dental Service, Vision Service Plans, ChiroPlan Hawaii or Royal State Insurance in order to verify your eligibility for benefits or services.

Disclosure to the Plan Sponsor and Its

Representatives: the EUTF is sponsored by State, county and other public employers who are represented on the EUTF's Board of Trustees. The EUTF may disclose information to the EUTF's Board of Trustees, the sponsoring public employers, and the Employees Retirement System (ERS) for payment, health care operations, and EUTF operations. For example, the EUTF may disclose information to the sponsoring employers about whether you are participating in a group health plan that is offered by the EUTF, or whether you are enrolled or not enrolled in any such group health plan. Disclosure to the sponsoring employers may include disclosures to your departmental personnel officer (DPO) or any other person who functions as your employer's personnel officer. In the event you appeal a denied claim or other matter to the EUTF's Board of Trustees, the EUTF may disclose your medical information to the EUTF's Board of Trustees and its staff, consultant, and legal counsel as may be necessary to allow the EUTF's Board of Trustees to make a decision on your appeal. The EUTF may also disclose your medical information to the EUTF's Board of Trustees for plan administration functions, including such functions as quality assurance and auditing or monitoring the operations of group health plans that are part of the EUTF.

Public Health Activities: the EUTF may disclose your medical information to a public health authority for the purpose of preventing or controlling disease, injury or disability or to report child abuse or neglect.

Organ and Tissue Donation: If you are an organ donor, the EUTF may release your medical information to organizations that handle organ procurement or organ, eye or tissue transplantation, or to an organ donation bank, as necessary to facilitate organ or tissue donation and transplantation.

Military and Veterans: If you are a member of the armed forces, the EUTF may release your medical information as required by military command authorities. The EUTF may also release medical information about foreign military personnel to the appropriate foreign military authority.

Workers' Compensation: the EUTF may release your medical information for Workers' Compensation or similar programs. These programs provide benefits for work-related injuries or illnesses.

Health Oversight Activities: the EUTF may disclose your medical information to a health oversight agency for

activities authorized by law. These oversight activities can include audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

Lawsuits and Disputes: If you are involved in a lawsuit or a dispute, the EUTF may disclose your medical information in response to a court order or administrative ruling. The EUTF may also disclose your medical information in response to a subpoena, discovery request, or other lawful process by someone involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the medical information requested.

Law Enforcement: the EUTF may release your medical information if asked to do so by a law enforcement official:

- ◆ In response to a court order, subpoena, warrant, summons or similar process,
- ◆ To identify or locate a suspect, fugitive, material witness or missing person,
- ◆ About the victim of a crime if, under certain limited circumstances, the EUTF is able to obtain the person's agreement,
- ◆ About a death the EUTF believes might be the result of criminal conduct, and
- ◆ In emergency circumstances to report a crime, the location of a crime or victims, or the identity, description or location of the person who committed the crime.

Coroners, Medical Examiners and Funeral Directors: the EUTF may release your medical information to a coroner or medical examiner. This might be necessary, for example, to identify a deceased person or determine the cause of death.

National Security and Intelligence Activities: the EUTF may release your medical information to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

The following category **REQUIRES** the EUTF to obtain your written authorization for the use or disclosure.

Psychotherapy Notes: Generally the EUTF must obtain your written authorization to use and disclose psychotherapy notes about you from your psychotherapist. Psychotherapy notes are separately filed notes about your conversations with your mental health professional during a counseling session. They do not include summary information about your mental health treatment. However, the EUTF may use and disclose your psychotherapy notes when needed by the EUTF to defend against a lawsuit filed by you.

The following category **REQUIRES** that the EUTF gives you an opportunity to agree or disagree prior to the use or disclosure.

Family or Friends Involvement: the EUTF may disclose your medical information to family members, other relatives, or your friends if:

- ♦ The medical information is directly relevant to the family or friend's involvement with your care or payment for that care, and
- ♦ You have either agreed to the disclosure or have been given the opportunity to object to the disclosure and have not objected.

Your Rights Regarding Your Medical Information

You have the following rights regarding your medical information maintained by the EUTF:

Right to Inspect and Copy Your Medical Information:

You have the right to inspect and obtain a copy of your medical information contained in a "designated record set," for as long as the EUTF maintains your medical information. The designated record set includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part by or for the EUTF to make decisions about people covered under the EUTF's health benefits plans. Information used for quality control or peer review analyses and not used to make decisions about people covered by the EUTF health benefits plans is not contained in the designated record set.

If you request a copy of your medical information, it will be provided to you in accordance with the time limits required under Part II of Chapter 92F, Hawaii Revised Statutes, and the rules enacted thereunder. Under those laws, the EUTF will generally provide a copy of your medical information to you within ten (10) business or working days. However, in certain circumstances, the EUTF may be entitled to additional time to respond to your request.

You or your personal representative must complete a form to request access to your medical information contained in the designated record set. You must submit the completed request form to the EUTF Privacy Officer whose address is provided at the end of this HIPAA notice.

If you request a copy of the information, the EUTF may charge a fee for the costs of copying and mailing the information to you or for other supplies associated with complying with your request.

The EUTF may deny your request to inspect and copy medical information in certain, very limited

circumstances. If you are denied access to medical information, you may appeal.

If the EUTF denies your request to inspect or copy your medical information, the EUTF will provide you or your personal representative with a written denial identifying the reason(s) for the denial. The denial will also include a description of how you may exercise your appeal rights, and a description of how you may file a complaint with the Secretary of the Department of Health and Human Services.

Right to Amend Your Medical Information: If you think that your medical information is incorrect or incomplete, you may ask the EUTF to amend the information. You have the right to request an amendment for as long as the information is kept by, or for, the EUTF.

To request an amendment, you must submit your request, in writing, to the EUTF Privacy Officer. Your written request must include a reason that supports your request.

After you request that the EUTF amend your medical information, the EUTF must comply with your request within twenty (20) business or working days, or notify you that your request has been denied.

The EUTF may deny your request for an amendment to your medical information if your request is not in writing or does not include a reason to support the request. In addition, the EUTF may deny your request if you ask the EUTF to amend information that:

- ♦ Is not part of the medical information kept by or for the EUTF,
- ♦ Was not created by the EUTF, unless the person or entity that created the information is no longer available to make the amendment,
- ♦ Is not part of the information which you would be permitted to inspect and copy, or
- ♦ Is accurate and complete.

If the EUTF denies your request in the whole or in part, the EUTF must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial, and have that statement included with any future disclosure of your medical information.

Right to an Accounting of Disclosures: You have the right to request an "accounting of disclosures" if a disclosure was made without your authorization for any purpose other than treatment, payment, or health care operations, or where the disclosure was to you about your own medical information.

To request this list of disclosures, you must submit a written request to the EUTF Privacy Officer. Your request must state a time period for which you are

requesting the list of disclosures. This period may not be longer than six years and may not include dates before April 14, 2003. The first list you request within any 12-month period will be provided free of charge. For additional lists, the EUTF may charge you for the costs of providing the list. The EUTF will notify you of the cost involved, and you may choose to withdraw or modify your request at that time before you incur any costs.

The EUTF has 60 days from the date it receives your request to provide you the list of disclosures, and is allowed an additional 30 days to comply, if it provides you with a written statement of the reasons for the delay and the date by which the accounting will be provided.

Right to Request Restrictions: You have the right to request a restriction or limitation on your medical information uses or disclosures for treatment, payment or health care operations. You also have the right to request a limit on your medical information that the EUTF discloses to someone involved in your care or payment for your care, like a family member or friend. For example, you could ask that the EUTF not use or disclose information about a surgical procedure you had.

The EUTF is not required by law to agree to your request.

You or your personal representative must complete a form to request restrictions on the use or disclosure of your medical information. You must submit the completed form to the EUTF Privacy Officer whose address is provided at the end of this HIPAA notice.

In your request, you must indicate:

- ◆ What information you want to limit,
- ◆ Whether you want to limit the EUTF's use, disclosure, or both, and
- ◆ To whom you want the limits to apply, for example, disclosures to your spouse.

Right to Request Confidential Communications: You have the right to request that the EUTF communicate with you about your medical information or other medical matters in a certain way, or at a certain location. For example, you may ask that the EUTF contact you only at work or by mail.

To request confidential communications, you must submit a written request to the EUTF Privacy Officer whose address is provided at the end of this HIPAA notice. The EUTF will not ask you the reason for your request and will accommodate all reasonable requests. Your request must specify how and/or where you wish to be contacted.

Right to a Paper Copy of This Notice: You have the right to receive a paper copy of this notice. You may ask the EUTF to give you a copy of this notice at any time. Even if you have agreed to receive this notice

electronically, you are still entitled to request a paper copy of this notice.

To obtain a paper copy of this notice, submit a written request to the EUTF Privacy Officer, whose address is provided at the end of this HIPAA notice.

A Note about Personal Representatives

You may exercise your privacy rights through a personal representative. Your personal representative will be required to provide evidence of his or her authority to act on your behalf before that person will be given access to your medical information or allowed to take any action on your behalf with respect to your medical information. Proof of such authority may take one of the following forms:

- ◆ A power of attorney for health care purposes, notarized by a notary public,
- ◆ A court order appointing the person as the your conservator or guardian, or
- ◆ An individual who is the parent of a minor child.

The EUTF may decide to deny a personal representative access to medical information of a person if it thinks this will protect the person represented from abuse or neglect. This also applies to personal representatives of minors.

However, state or other applicable law will govern whether the EUTF is permitted to disclose an unemancipated minor dependent child's medical information to the child's parent(s). State or other applicable law will also govern whether the EUTF is permitted to provide a parent's access to his or her child's medical information.

Changes to This Notice

The EUTF reserves the right to change this notice. The EUTF also reserves the right to make the revised or changed notice effective for medical information it already maintains, or has access to about you — as well as any information the EUTF receives in the future. The EUTF will post a copy of the current notice on the EUTF's web site. This notice will contain the effective date of the current notice on the first page, in the top right-hand corner.

Any revised version of this notice will be distributed within 60 days of the effective date of any material change to the uses or disclosures, your rights, the duties of the EUTF or other privacy practices stated in this notice.

Minimum Necessary Standard

When the EUTF uses or discloses your medical information, or requests your medical information from another entity, the EUTF will make reasonable efforts not to use, disclose or request more than the minimum

amount of your medical information needed to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations.

However, the minimum necessary standard will not apply to:

- ◆ Disclosures to or requests by a health care provider for treatment,
- ◆ Uses by you or disclosures to you of your own medical information,
- ◆ Disclosures made to the Secretary of the Department of Health and Human Services,
- ◆ Uses or disclosures that may be required by law,
- ◆ Uses or disclosures that are required by the EUTF's compliance with legal regulations, and
- ◆ Uses and disclosures for which the EUTF has obtained your authorization.

This notice does not apply to medical information that has been "de-identified." De-identified information is medical information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual.

In addition, the EUTF may use or disclose "summary health information" to obtain premium bids or to modify, amend or terminate the EUTF's health benefits plans. Summary health information is information that summarizes the claims history, claims expenses, or types of claims experienced by individuals for whom the EUTF has provided benefits, and from which identifying information has been deleted in accordance with the Health Insurance Portability and Accountability Act (HIPAA).

Complaints

If you believe your privacy rights have been violated, you may file a complaint with the EUTF Privacy Officer, whose address is provided at the end of this HIPAA notice.

You may also file a complaint with the Secretary of the Department of Health and Human Services at:

Secretary, DHHS
Hubert H. Humphrey Building
200 Independence Avenue S.W.
Washington, D.C. 20201

You must submit any complaints in writing. The EUTF will not penalize or retaliate against you for filing a complaint.

Other Uses and Disclosures of Your Medical Information

Other uses and disclosures of medical information not covered by this notice or the laws that apply to the EUTF will be made only with your written authorization. If you provide the EUTF with authorization to use or disclose your medical information, you may revoke that authorization, in writing, at any time. If you revoke your authorization, the EUTF will no longer use or disclose your medical information for the reasons covered by your written authorization. You should understand that the EUTF is unable to take back any disclosures that have already been made with your authorization, and that the EUTF is required to retain any records regarding any care or services provided to you.

Questions?

If you have any questions about this notice, please contact the EUTF Privacy Officer, whose address is provided at the end of this HIPAA notice.

Governing Law

If there is any discrepancy between the information in this notice and the actual HIPAA regulations, the regulations will prevail, and the EUTF will use and disclose your medical information in a manner consistent with the regulations.

You may contact the EUTF Privacy Officer at the following address:

CONTACT INFORMATION

Mailing Address: P.O. Box 2121
Honolulu HI 96805

Location Address: 201 Merchant Street, #1520
City Financial Tower
Honolulu, Hawaii

Telephone Numbers

Local number: 808-586-7390
Toll-Free number: 800-295-0089
Fax number: 808-586-2161

Email address: eutf@hawaii.gov
Website address: www.eutf.hawaii.gov

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